

**AMENDED AND RESTATED MASTER DECLARATION
OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR COUNTRYPLACE AND COUNTRYGROVE**

This is an excerpt; the complete document is available at the Carriage House Office or File No. 01-020032
of the Official Records of Brazoria County (May 10, 2001)

ARTICLE I

DEFINITIONS

- 1.01. CPMCA:** The term "CPMCA" shall mean and refer to the COUNTRYPLACE MASTER COMMUNITY ASSOCIATION, INC., its successors and assigns. The CPMCA has the power to collect and disburse those maintenance assessments as described in Article IV.
- 1.02. Owner:** The term "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.03. Properties:** The term "Properties" shall mean and refer to all real property which is covered by the Master Declaration.
- 1.04. Lot:** The term "Lot" shall mean and refer to any plat of land along with any improvements thereon shown upon any recorded subdivision map of the Properties with the exception of property designated as "Reserves," "Common Area" or golf course area, if any.
- 1.05. Common Area:** The term "Common Area" shall mean any and all real property, together with the improvements thereon, owned by the CPMCA for the common use and benefit of the Owners.
- 1.06. Qualified Occupant:** The term "Qualified Occupant" shall mean a permanent resident of CountryPlace who is fifty-five (55) years of age or older.
- 1.07. CountryPlace:** Unless used as part of the name of specific sections of the Subdivision, the term "CountryPlace" when used herein standing alone shall mean and refer to all Lots in all sections of CountryPlace and CountryGrove combined and all common areas and common facilities therein.

ARTICLE II

USE RESTRICTIONS

- 2.01. Single Family Residential Construction.** [Does not apply to sections of CountryGrove.] No building shall be erected, altered or permitted to remain on any Lot other than one single family residential dwelling not to exceed two stories in height, which may have a private garage for not more than three (3) cars and *bona fide* servants' quarters, which structures shall not exceed the main dwelling in height and may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises and no room(s) in the dwelling and no space in any other structure shall be let or rented. This shall not preclude the main residential structure from being leased or rented in its entirety as a single residence to one family or person providing the occupants meet the restrictions of ¶ 2.03.A.

2.02. Requirements for Ownership. Any resident Owner shall be a Qualified Occupant, provided, however, that in the event a Lot is owned and has, as permanent residents, a husband and wife, as tenants by the entirety, only one of said spouses need be a Qualified Occupant. The age requirement for ownership does not apply to Owners of Lots used as a permanent residence for a relative or other occupant who is a Qualified Occupant.

2.03. Requirements for Occupancy. It is intended that CountryPlace provide housing for persons who are fifty-five (55) years of age or older in accordance with The Housing for Older Persons Act of 1995 (the "Act"). The requirements of ¶ 2.02 and ¶ 2.03 are imposed in compliance with the Act. In the event that any of the requirements are in conflict with the Act, the provisions of the Act shall prevail.

A. Occupied Lots. Each of the occupied Lots in CountryPlace shall be occupied by at least one Qualified Occupant. In the event a Lot loses its Qualified Occupant(s), the Owner of the Lot shall, within six (6) months of the date of such loss, bring the Lot into compliance with this paragraph.

B. Death of a Qualified Occupant. The provisions of ¶ 2.03.A notwithstanding, if a Lot with resident Owners that satisfied the requirements for ownership as husband and wife under ¶ 2.02 when said Owners acquired the Lot subsequently loses its Qualified Occupant by virtue of the death of that occupant, the surviving spouse shall be exempt from the requirements of ¶ 2.03.A and shall retain the right to vote under ¶ 3.02. Any change in occupancy after the death of the Qualified Occupant shall nullify this exemption and shall make the Owner subject to the requirements of ¶ 2.03.A.

C. Minimum Age for Occupancy. No resident shall be under the age of eighteen (18) years, provided, however, that a member of the family of the Qualified Occupant under the age of eighteen (18) years may reside in the residence for periods of time not to exceed thirty (30) days per calendar year.

D. Proof of Status. At the request of the CPMCA the occupants and intended occupants of the Lots within CountryPlace shall provide proof that at least one (1) is a Qualified Occupant.

2.04. Architectural Control. Architectural control of all new construction and modifications, including but not limited to repairs, replacements, additions or improvements to the Properties shall be subject to the approval of the Architectural Control Committee which is hereby created. The Architectural Control Committee shall comprise not less than three members approved by the Board of CPMCA in accordance with the Bylaws of the CPMCA. In the event that the Architectural Control Committee ceases to exist, then the Board of CPMCA shall act as, and constitute the Architectural Control Committee until such time that an Architectural Control Committee is created.

A. Construction and Design Approval. No buildings, fences or improvements of any character shall be erected or placed, or the erection thereof begun, or changes made in the design thereof after original construction, on any Lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been submitted to and approved in writing by the Architectural Control Committee or its duly authorized representative, as to size, compliance with these restrictions, quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation. The approval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty relating to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations.

B. Documentation. The Architectural Control Committee may require the submission to it of such documents and items (including as examples, but without limitation, written request for and description of the modification requested, plans, specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of the request.

C. Approval Process. If the Architectural Control Committee shall approve such request, the Architectural Control Committee shall evidence such approval by a written instrument addressed to the Owner of the Lot(s) expressing the decision of the Architectural Control Committee to approve the request, describing (when applicable) the conditions on which the request has been approved (including as examples, but without limitation, the type of materials to be permitted, and the fence height approved or specifying the location, plans and specifications applicable to an approved out-building) and signed by the Chairman or a majority of the then members of the Architectural Control Committee. Any request shall be deemed to have been disapproved for the purpose hereof in the event of either (a) a written notice of disapproval from the Architectural Control Committee; or (b) the failure by the Architectural Control Committee to respond to the request within sixty (60) days.

D. Appeal. Any Owner may appeal a disapproved request or a conditioned approval to the Board of the CPMCA for review and/or reconsideration, which Board has the ultimate authority to approve or disapprove a request. In the event the Architectural Control Committee or any successor to the authority thereof shall not be functioning, any owner may submit a request directly to the Board.

E. Limitation of Liability. The CPMCA, the Architectural Control Committee and any individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. The Owner shall be and remain solely responsible and liable for compliance with all applicable building or development codes.

F. Variances. It is the intent of the CPMCA that no variance or deviations from the requirements of this Declaration be permitted. However, a request for a variance or deviation may be submitted to the Architectural Control Committee as prescribed in ¶ 2.04.A above. All requests for a variance or deviation must be approved by the Architectural Control Committee and the Board of the CPMCA. If such a request is approved, the CPMCA, the Architectural Control Committee and any individual members thereof shall not be liable should such variance be in violation of any statutes, codes or regulations. The Owner shall be and remain solely responsible and liable for compliance with all applicable building or development codes.

2.05. Minimum Square Footage Within Improvements. [Does not apply to sections of CountryGrove.] The living area on the ground floor of the main residential structure on any Lot (exclusive of porches, garages and servants' quarters) shall be not less than twelve hundred (1200) square feet. The total living area for a multi-storied shall be not less than twelve hundred (1200) square feet.

2.06. Location of the Improvements Upon the Lot. [Does not apply to sections of CountryGrove.] The recorded plat specifies a building set-back from the public right-of-way of twenty (20) feet in the case of a house where the garage faces the public right-of-way or fifteen (15) feet in the case of a house with a garage that does not face the public right-of-way. The private streets or driveways as shown on the plat shall not be considered public rights-of-way and no building set-backs are established for such private streets or driveways. No building shall be located on any Lot nearer than ten (10) feet to any side street line or nearer than five (5) feet to any interior lot-line, except that a garage or other permitted accessory building located sixty (60) feet or more from the front lot-line may be located within three (3) feet of an interior lot-line; provided, however, that a dwelling may be located as near as three (3) feet to an interior lot-line so long as the distance between any adjacent dwelling and the dwelling situated as close as three (3) feet to an interior lot-line is not less than ten (10) feet; provided, however, in no event shall the sum of side yard widths on any Lot be less than fifteen percent (15%) of the width of the Lot (except in the case of a garage or other accessory building set back sixty (60) feet as above described). This distance shall be measured (to the nearest foot) along the front set back line shown on the recorded plat. For the purposes of this covenant or restriction, eaves, steps, and unroofed terraces shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot.

2.07. Composite Building Site. [Does not apply to sections of CountryGrove.] Any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one single-family residence building site, with the privilege of placing or constructing improvements on such site, in which case setback lines shall be measured from the resulting side property lines rather than from the lot-lines shown on the recorded plat. Any such proposed composite building site(s) must be approved by the Architectural Control Committee.

2.08. Resubdivision of Lots. [Does not apply to sections of CountryGrove.] No Lot shall be resubdivided, nor shall any building be erected or placed on any such resubdivided Lot, unless each building site resulting from such resubdivision shall have a minimum width of not less than thirty five (35) feet at the front building line; provided, however, that nothing contained herein shall be construed to prohibit the resubdivision of any Lot by the Owner thereof prior to construction of residence(s) thereon if such resubdivision results in each resubdivided Lot or building site having the minimum Lot width aforesaid. Any such resubdivision must be approved by the Architectural Control Committee. Lots or building sites resulting from composition or resubdivision of platted Lots which have not been replatted of record may be described by metes and bounds.

2.09. Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no permanent structure of any kind shall be erected upon any of said easements. Utility companies using the easements shall not be liable for any damage done by them, their assigns, their agents, their employees or their servants to shrubbery, trees, flowers or improvements of the Owner located on the land within or affected by said easements.

2.10. Prohibition of Trade and Offensive Activities. No business or trade, whether for profit or not, shall be conducted on any Lot. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or shall become an annoyance or a nuisance to the neighborhood.

2.11. Use of Temporary Structures. Subject to the requirements of ¶ 2.23, no structures of a temporary character, mobile home, camper, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time for a residence. Portable buildings used for accessory or storage purposes shall be limited to not more than eight (8) feet in height and one hundred twenty (120) square feet of floor space and shall be subject to approval of the Architectural Control Committee.

2.12. Storage of Automobiles, Boats, Trailers and Other Vehicles. No boat-trailers, boats, travel trailers, inoperative vehicles, campers, or vehicles of any kind shall be stored in the public street right-of-way or forward of the front building line. Storage of such items and vehicles must be screened from public view, within the garage.

2.13. Mineral Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted on any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

2.14. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets of the domestic variety may be kept, provided they are not kept, bred or maintained for commercial purposes and provided that no more than three (3) animals per household are kept.

2.15. Walls, Fences and Hedges. Subject to the requirements of ¶ 2.23, no wall, fence or hedge shall be erected or maintained on a Lot nearer to the front lot-line than the front building line of such Lot, nor on corner Lots nearer to the side lot-line than the building setback line parallel to the side street. No side or rear fence, wall or hedge shall be more than six (6) feet in height. No wire or chain link fence type construction shall be permitted

on any Lot. Any wall, fence or hedge erected on a Lot shall pass ownership with title to the Lot and it shall be the Owner's responsibility to maintain said wall, fence or hedge thereafter.

2.16. Visual Obstruction at the Intersection of Public Streets. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the surface of the streets within the triangular area formed by the curb lines of the streets involved and a line running from curb line to curb line at points twenty-five (25) feet from the junction of the street curb lines shall be placed, planted or permitted to remain on any corner Lots.

2.17. Lot Maintenance. The Owner or Qualified Occupant of all Lots shall at all times keep all weeds and grass thereon maintained in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind or the burning (except as permitted by law) of any such materials is prohibited. In the event of default on the part of the Owner or Qualified Occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the CPMCA may without being under an duty to do so, and having no liability in trespass or otherwise, enter upon said Lot, and cut, or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash or rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive, healthful and sanitary condition, and may assess the Owner of such Lot for the cost of such work. The Owner agrees by the purchase of the Lot to pay such charges immediately upon receipt thereof. The cost of such work so assessed to the Owner shall be secured by the lien reserved in favor of the CPMCA in Article IV hereof and may be collected and the payment of same enforced by the CPMCA pursuant to the provisions of Article IV hereof. Provided, however, that no action for foreclosure may be commenced or brought against the Owner or the Lot solely as a result of the non-payment of such charge.

2.18. Maintenance of Improvements. The Owner of all Lots shall at all times keep all improvements thereon maintained in a good repair and neat condition, including, but not limited to, roof shingles, gutters, siding, painted trim, exterior doors and fencing. On the affirmative vote of a majority of the full Board, the Board shall notify the Owner of the deficiencies that must be remedied. The Owner shall have ninety (90) days after notification to remedy the deficiencies or thirty (30) days after the notification to request a personal appeal to the Board. If an appeal is rejected by the Board the Owner shall have ninety (90) days from the date of rejection to remedy the deficiencies. If the deficiencies are not remedied within the time allowed by the Board, the Board may proceed to remedy the deficiencies. The CPMCA and their contractors may trespass or otherwise enter upon said Lot to remedy the deficiencies. The CPMCA shall assess the Owner of the Lot for the total cost associated with this work. The Owner agrees by the purchase of the Lot to pay such charges immediately upon receipt. The cost of such work so assessed to the Owner shall be secured by the lien reserved in favor of the CPMCA in Article IV hereof and may be collected and the payment of same enforced by the CPMCA pursuant to the provisions of Article IV hereof. Provided, however, that no action for foreclosure may be commenced or brought against the Owner or the Lot solely as a result of the non-payment of such charge.

2.19. Visual Screening of Lots. The drying of clothes in public view is prohibited, and the Owner or Qualified Occupant at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying cloths from public view. Similarly, all yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility so as to conceal them from view of neighboring Lots, streets or other property.

2.20. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view on any Lot except for the following 1) one property for sale, rent or open house, or 2) Political signs for candidates and ballot items. They may be displayed on or after the 90th day prior to the election date and 10 days after that election date. There may be only one sign

per political candidate or ballot issue. The CPMCA, or its representative, shall have the right on notice, to remove any other sign, or billboard or similar structure which is placed on any Lot, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

2.21. Roofing Material. The roof of any building (including any garage or servants' quarters) shall be constructed or covered with composition type shingles subject to the requirements of ¶ 2.04.A. Any other type of roofing material shall be permitted only at the sole discretion of the CPMCA Board upon written request.

2.22. Antennas, Satellite Dishes and Parabolic Receivers. Subject to the requirements of ¶ 2.04.A, satellite dishes that comply with the Federal Communications Commissions' regulations for residences and are designed to receive television broadcast may be installed in conformance with the Architectural Guidelines. All other antennas, satellite dishes, and parabolic receivers are prohibited.

2.23. Golf Course and Lake Front Lots. No structure or object of any type (including, without limitation, fences, temporary buildings, shrubs, trees or plantings) shall be placed, planted, erected or constructed on any Lot opening or abutting any lake or portion of the golf course, between the residence/garage structure on such Lot and the golf course or lake affected without the prior written approval of the Architectural Control Committee. In this regard, the Architectural Control Committee shall consider only fences which maintain an open effect such as constructed of wrought iron, without ornate designs. Notwithstanding ¶ 5.06, entitled "Amendment," no amendment of this paragraph shall be effective without the written joinder of the owner of the golf course thereto. ¶ 2.23 may be enforced by the owner of the golf course from time to time.

2.24. Underground Electric Service. An underground electric distribution system has been installed in CountryPlace. The Owner of each Lot receiving electric service by virtue of such underground electric distribution system shall be responsible for the maintenance, repair, and replacement of that portion of the underground electric distribution system from the underground service company's meter on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition the Owner of each such Lot shall, at the Owner's cost, furnish, install, own and maintain a meter loop (in accordance with then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

ARTICLE III

CPMCA, CPMCA MEMBERSHIP AND VOTING RIGHTS

3.01. Membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. All Owners who meet the age requirements of ¶ 2.02 shall be entitled to membership in the CPMCA.

3.02. Voting Rights. There shall be only one vote per each Lot. All Owners of Lots who are Qualified Occupants shall be entitled to vote. Owners who are not Qualified Occupants shall not be entitled to vote. When the Owner(s) of a Lot is not a Qualified Occupant then the Qualified Occupant(s) of that Lot shall be entitled to vote. When more than one Owner or Qualified Occupant of a Lot is entitled to vote, the vote for such Lot shall be exercised as they determine. Holders of future interests not entitled to present possession shall not be considered as Owners for the purposes of voting in CPMCA matters.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

4.01. Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the CPMCA: (1) annual assessments or charges, and (2) special assessments for capital improvements or for repayment of funds borrowed and used in payment of capital improvements (collectively, "Assessments"). Any other charge(s) assessed against a specific Lot for the cost of work performed on, or on behalf of, or related to said Lot by the CPMCA necessary to secure compliance with these restrictions may, at the option of the CPMCA, be levied as a charge against the Owner of such Lot and such charge shall be a personal obligation of such Owner and such charge shall be secured by the Lien in favor of the CPMCA in ¶ 4.05 hereof; provided, however, that the CPMCA shall not commence or bring any action against the Owner or Lot of foreclosure solely as a result of the non-payment of such charges. The assessments shall be established and collected as hereinafter provided.

4.02. Purpose of Assessments. The assessments shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners of the Lots, including, specifically, the maintenance of the Common Area.

A. Annual Assessment by CPMCA. The annual assessment may be increased for each year by an amount equal to not more than ten percent (10%) above the previous year's annual assessment without a vote of those qualified to vote under ¶ 3.02.

B. Additional Annual Assessment. The annual assessment may be increased by an amount in excess of ten percent (10%) of the previous years assessment by a vote of two-thirds (2/3) of those qualified to vote under ¶ 3.02 who are voting in person or by proxy, at a meeting duly called for such purpose.

4.03. Special Assessments for Capital Improvements. In addition to the annual assessment authorized in ¶ 4.02.A above, the CPMCA may levy in any assessment year, a special one-time assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of those qualified to vote under ¶ 3.02 who are voting in person or by proxy at a meeting duly called for this purpose.

4.04. Notice and Quorum for an Action Authorized Under ¶ 4.02.B and ¶ 4.03. Written notice of any meeting called for the purpose of taking any action authorized under ¶ 4.02.B and ¶ 4.03 shall be mailed (by U.S. first class mail) to all those qualified to vote under ¶ 3.02 not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of those qualified to vote under ¶ 3.02 or their proxies entitled to cast sixty percent (60%) of all the votes of those qualified to vote under ¶ 3.02 shall constitute a quorum. If the required quorum is not present at any such meeting, the meeting shall be adjourned but another meeting may be called subject to the same notice requirement, but the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum applicable in the case of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.05. Effect of Nonpayment of Assessments: Remedies of the CPMCA. The assessment(s) set forth in ¶ 4.02 and ¶ 4.03, above, together with interest at the rate of ten percent (10%) per annum, costs and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. The lien provided for herein in favor of the CPMCA was reserved and/or set out by the Declarant in the original respective Declarations of Covenants, Conditions, and Restrictions for each Section for the benefit of

CPMCA, and/or reserved, and/or set out by the Declarant in the original deed(s) conveying each Lot from the Declarant for the benefit of CPMCA, and such lien is expressly ratified, approved, confirmed, and restated hereby. Each Owner of a Lot approving this Agreement and each subsequent purchaser of a Lot hereafter specifically agrees, ratifies, and confirms the existence and operation of such contractual lien to secure the payment of all such assessments. The CPMCA may bring action at law against the Owner personally obligated to pay the assessment, and foreclose the lien against the Lot involved by judicial foreclosure. In any such lawsuit or judicial proceeding, the Owner shall be obligated to pay all attorneys' fees and costs in accordance with applicable law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of a Lot.

4.06. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage existing at any time upon the particular Lot involved. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to the payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

ARTICLE V

GENERAL PROVISIONS

5.01. Enforcement. The CPMCA or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5.02. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

5.03. Easement of Enjoyment. Every Qualified Occupant and resident family member eighteen (18) years of age or older shall have a right and easement of enjoyment in and to any Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

A. Admission and Use Fees. The CPMCA shall have the right to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, if any.

B. Suspension of Rights. The CPMCA shall have the right to suspend the voting rights and right to use any recreational facility by an owner or Qualified Occupant for any period during which any assessment against the Lot remains unpaid and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations.

5.04. Right of Dedication. The CPMCA shall have the right to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners of Lots. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of those qualified to vote under ¶ 3.02 agreeing to such dedication or transfer has been recorded in the Public Records of Real Property of Brazoria County, Texas.

5.05. Collection and Disbursement of Assessments and Charges. The CPMCA shall have the right to collect and disburse those funds as set forth in Article IV.

5.06. Amendment. The covenants and restrictions of this Declaration shall run with the land and bind the Properties until March 15, 2017, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended prior to March 15, 2017 by the affirmative vote and/or approval of not less than seventy percent (70%) of those qualified to vote under ¶ 3.02 and thereafter by an affirmative vote and/or approval of not less than sixty percent (60%) of those qualified to vote under ¶ 3.02. Such vote and/or approval may be obtained by a meeting of the Owners (whether special or annual, provided that in either case notice of such proposed amendment is included in the Notice of the Meeting) voting in person or by proxy; or by virtue of a written petition or other instrument in writing circulated by and among the Owners evidencing the approval of the Owners. No person shall be charged with notice of or inquiry with respect to any amendment until and unless the President of the CPMCA shall have executed a Certificate certifying that such amendment has been approved by the requisite percentage of Lot Owners and such Certificate, together with the amendment, has been filed for record in the official Public Records of Real Property of Brazoria County, Texas. Such Certificate shall include, by attachment, a copy of the ballots, written petition, or other instrument(s) which evidence and/or constitute such approval, all certified by the President of CPMCA to be true and correct copies of the originals.

5.07. Interpretation. If any Declaration or any word, clause, sentence, paragraph or other part hereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

5.08. Books and Records. The books, records and papers of the CPMCA shall be subject to inspection by any member during normal business hours for any proper purpose by appointment only. The Articles of Incorporation, Bylaws of the CPMCA, and Covenants, Conditions and Restrictions, shall be available to any member of the CPMCA during normal business hours. Copies of these documents may be purchased at a reasonable price.

5.09. Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

5.10. Special Provisions applicable to Section Seven (7) and Section Twelve (12), Block One (1) of CountryPlace. As respects the subdivision of CountryPlace known as Section 7 and Section 12, Block 1 (Peach Blossom Dr.) according to the map or plat thereof recorded, respectively, in Volume 19, Pages 373-374 and Volume 19, Pages 485-486 of the Plat Map Records of Brazoria County, Texas, (the "Subdivisions"), the CPMCA shall, as a common expense of the Owners of the Lots in these Subdivisions, paid with an annual neighborhood assessment hereinafter provided for, mow and generally maintain all Lots in the Subdivisions and the CPMCA and its contractors shall have an easement and the right to enter upon the Lots for such purposes. The Owners of all Lots in these Subdivisions shall be responsible for all additional work as may be necessary to satisfy the requirements for Lot maintenance set forth in Article II, Section 2.17 of these Covenants, Conditions, and Restrictions.

A. Neighborhood Assessment. Each Owner of any Lot in Section 7 and Section 12, Block 1 of CountryPlace, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the CPMCA a neighborhood assessment in addition to the assessments provided for in Article VI Section 4.1 and 4.3 which shall be used by the CPMCA exclusively to pay the expenses of mowing and maintaining the Lots in these Subdivisions and any other expenses incurred solely for the benefit of the Owners of the Lots in these Subdivisions.

B. Setting of Neighborhood Fees. Neighborhood fees shall be set annually by the CPMCA as necessary to cover the costs of the services provided pursuant to Article 5.10 and shall be collected with the annual assessment specified in Article IV, paragraph 4.1 of these Covenants, Conditions, and Restrictions.

C. Amendment. This Article 5.10 may be amended with respect to Section 7 and Section 12, Block 1 of CountryPlace, collectively, by an instrument signed by the CPMCA and the Owners of not less seventy-five percent (75%) of the Lots in the affected Subdivisions.

5.11. Security. The CPMCA, its officers, directors, employees and agents shall not be considered an insurer or guarantor of security within CountryPlace. Each owner and occupant of any Lot acknowledges that the CPMCA and its officers, directors, employees and agents are not guarantors or insurers of security and that any access control services, patrols, monitoring devices and the like are provided without any warranty, express or implied, that they will prevent loss by or damage to owners, occupants, visitors or property within CountryPlace.

**COUNTRYPLACE MASTER COMMUNITY ASSOCIATION, INC.
RESOLUTION REGARDING GARAGE AND ESTATE SALES**

WHEREAS, Chapter 204, Section 204.010 of the Texas Property Code authorizes associations acting through their boards of directors to adopt and amend rules regulating the use, maintenance, repair, replacement, modification and appearance of the subdivision;

WHEREAS, Section 2.10 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions (hereinafter the "Declaration") prohibits a business use of the lots in the subdivision, and prohibits activities that may be a nuisance or annoyance to the neighborhood; and

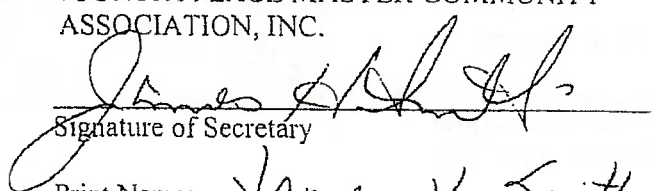
WHEREAS, numerous and frequent garage and/or estate sales and auctions in the subdivision have been causing traffic and parking problems, as well as potential security issues which detract from residents' quiet enjoyment of their properties.

NOW THEREFORE, BE IT RESOLVED THAT, the following Resolution Regarding Garage and Estate Sales has been adopted:

1. The Board of Directors of CountryPlace Master Community Association, Inc. hereby deems garage, yard and/or estate sales or auctions in the subdivision to constitute a prohibited "business or trade" pursuant to Section 2.10 of the Declaration.
2. Any sales or auctions in the subdivision are prohibited, including, but not limited to, garage sales, yard sales, and/or estate sales.
3. Notwithstanding, the Board of Directors may, but is not required to, designate one or more days per year for a community-wide garage sale.

Adopted this 17 day of February, 2014, by the Board of Directors of the Association.

COUNTRYPLACE MASTER COMMUNITY
ASSOCIATION, INC.


Signature of Secretary

Print Name: James H. Smith



ADDITIONAL DEDICATORY INSTRUMENTS

for

COUNTRY PLACE MASTER COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared **Trisha Taylor Farine**, who, being by me first duly sworn, states on oath the following:

"My name is **Trisha Taylor Farine**, I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

"I am the attorney/agent of **COUNTRY PLACE MASTER COMMUNITY ASSOCIATION, INC.** Pursuant with Section 202.006 of the Texas Property Code, the following documents are copies of the original official documents from the Association's files:

Resolution Regarding Garage and Estate Sales

DATED this 1st day of February 2014.

COUNTRY PLACE MASTER COMMUNITY ASSOCIATION, INC.

BY: Trisha Taylor Farine
Trisha Taylor Farine, attorney/agent

THE STATE OF TEXAS §

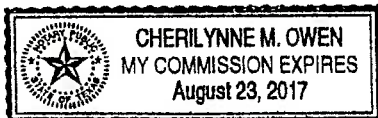
COUNTY OF BRAZORIA §

THIS INSTRUMENT was acknowledged before me on this the 1st day of February, 2014, by **Trisha Taylor Farine**, attorney/agent of **COUNTRY PLACE MASTER COMMUNITY ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of said corporation.

Cherilynne M. Owen
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording return to:

DAUGHTRY & JORDAN, P.C.
17044 El Camino Real
Houston, Texas 77058

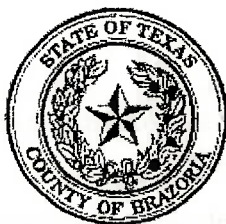


FILED and RECORDED

Instrument Number: 2014006597

Filing and Recording Date: 02/21/2014 10:50:32 AM Pages: 3 Recording Fee: \$30.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in cursive script, appearing to read "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-shannon

RESOLUTION REGARDING MAINTENANCE FOR GOLF COURSE HOUSES AND LAKE FRONT PROPERTY

WHEREAS, Chapter 204, Section 204.010 of the Texas Property Code authorizes associations acting through their boards of directors to adopt and amend rules regulating the use, maintenance, repair, replacement, modification and appearance of the subdivision; and

WHEREAS, the rear and side yards of residences along the golf course and fronting the lake are in public view and the appearance and upkeep of said lots affects the overall aesthetic value and appearance of the subdivision and the golf course.

NOW THEREFORE, BE IT RESOLVED THAT, the following Resolution Regarding Maintenance for Golf Course Houses and Lake Front Property has been adopted:

- 1) The 'line of sight' rule is extremely important. Nothing should be grown or placed that would inhibit your neighbors' vision and enjoyment of the golf course.
- 2) Trees and bushes should be pruned to remove dead wood and excessive growth or removed if necessary.
- 3) Rear of house or porch should not be used for storage of ladders, empty pots, etc.
- 4) Flower pots with dead plants should be either replanted or removed.
- 5) Golf carts should not be stored at rear of house except for residents who have single car garages.
- 6) Lawn/patio furniture should be kept in good repair and arranged in an attractive manner or stacked for storage.
- 7) House siding, whether brick or other material, should be kept free of mold.
- 8) Leaves and branches should be removed from roofs and gutters.
- 9) Broken windows can be boarded up temporarily but should be replaced in a timely fashion.
- 10) Roof vents should be kept in good repair and no rust should be seen.
- 11) American flags must be stored in a respectful manner. The Association requests that a light shine on the flag if it is left up at night.
- 12) We depend on grass to have the golf course looking great, but if you have problems with grass growing, look at item (2) above. Low growing ground cover is

also an option as is xeriscape, with prior approval.

13) Residents and their guests are strongly discouraged from feeding wildlife, as the food they don't eat attracts rats, and the excrement of wildlife is a health hazard.

Adopted this 14 day of July, 2014, by the Board of Directors of the Association.

COUNTRYPLACE MASTER
COMMUNITY ASSOCIATION, INC.

Agnes Renfrow
Signature of Secretary

Print Name: AGNES RENFROW

FILED and RECORDED

Instrument Number: 2014029408

Filing and Recording Date: 07/16/2014 10:31:57 AM Pages: 4 Recording Fee: \$34.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in cursive script that reads "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-juanita



ADDITIONAL DEDICATORY INSTRUMENTS

for

COUNTRY PLACE MASTER COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared **Trisha Taylor Farine**, who, being by me first duly sworn, states on oath the following:

"My name is **Trisha Taylor Farine**, I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

"I am the attorney agent of **COUNTRY PLACE MASTER COMMUNITY ASSOCIATION, INC.** Pursuant with Section 202.006 of the Texas Property Code, the following documents are copies of the original official documents from the Association's files:

Resolution Regarding Golf Course Houses and Lake Front Property

DATED this 15th day of July, 2014.

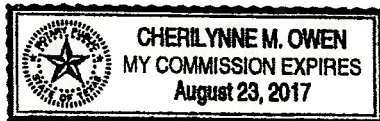
COUNTRY PLACE MASTER COMMUNITY ASSOCIATION, INC.

BY: Trisha Taylor Farine
Trisha Taylor Farine, attorney agent

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

THIS INSTRUMENT was acknowledged before me on this the 15th day of July, 2014, by **Trisha Taylor Farine**, attorney agent of **COUNTRY PLACE MASTER COMMUNITY ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of said corporation.



Cheryl M. Owen
NOTARY PUBLIC AND FOR
THE STATE OF TEXAS

After recording return to:

DAUGHTRY & JORDAN, P.C.
17044 El Camino Real
Houston, Texas 77058

